

U.S. Department of Justice

Washington, DC 20530

**Amendment to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .75 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
RJI Capital Corporation	6768

3. This amendment is filed to accomplish the following indicated purpose(es):

- ☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- ☐ To correct a deficiency in
- ☐ Initial Statement
- ☐ Supplemental Statement for the 6 month period ending \_\_\_\_\_
- ☐ Other purpose (*specify*) \_\_\_\_\_
- ☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Exhibit B

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains.

To provide notice of a new contract between the registrant and the Ministry of Justice of the Republic of Kazakhstan

U.S. Department of Justice

Washington, DC 20530

**Registration Statement**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

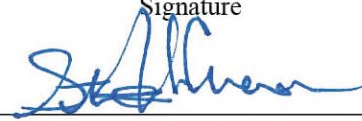
Date

Printed Name

Signature

2/12/2020

Steven Cuevas



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

RJI Capital Corporation

**2. Registration Number**

6768

**3. Name of Foreign Principal**

Ministry of Justice of the Republic of Kazakhstan

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 2/4/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached contract.



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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide the following strategic consulting and management services to the Ministry of Justice of the Republic of Kazakhstan: (1) identify and engage top lobbyists, strategists and government affairs specialists to ensure effective representation before the United States House of Representatives and Senate, including key Leadership and relevant Committees as well as Executive Branch Departments, including but not limited to, the U.S. Department of State; (2) ensure regulatory compliance under FARA; (3) organize meetings with members of the U.S. Congress to establish long-term relationships; (4) engage with members of the Congress and their senior staff as well as key members of the Executive Branch; and (5) cooperate and interact on a constant basis with the Embassy of the Republic of Kazakhstan in the United States.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation or dissemination of informational materials.

See response to item 9.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal did the registrant engage in any activities, including political activities, for or render any services to this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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Total

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	To Whom	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

U.S. Department of Justice

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**Exhibit B to Registration Statement**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

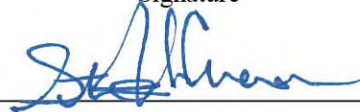
Date

Printed Name

Signature

2/12/2020

Steven Cuevas



2020

**CONTRACT  
FOR A COMPLEX OF LEGAL SERVICES FOR REPRESENTATION  
AND PROTECTION OF INTERESTS IN COMPETENT AUTHORITIES  
AND INTERNATIONAL ORGANIZATIONS**

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**between**

**SE «MINISTRY OF JUSTICE OF THE REPUBLIC OF KAZAKHSTAN»**

**and**

**Company  
«RJI Capital Corporation»**



This Contract is concluded on «4» February 2020 between SE «Ministry of Justice of the Republic of Kazakhstan» represented by Vice-Minister of Justice of the Republic of Kazakhstan Mr. Almat Madaliyev (hereinafter referred to as the «Ministry of Justice» and «Client») and RJI Capital Corporation, a Delaware corporation with offices at 1001 19<sup>th</sup> Street N, Suite 2000, Arlington, VA 22209, U.S.A. represented by Executive Vice President & General Counsel Steven J. Cuevas (hereinafter referred to as «RJI» and «Consultant»), hereinafter individually referred to as the «Party» and jointly - the «Parties».

## **PREAMBLE**

Whereas, the Client has engaged RJI to represent its interests in government agencies, United States Congress and institutions of the United States for the calendar year 2020; and

Whereas, Client and RJI agree that initial lobbyist engagement, planning, regulatory filings and strategy development must be established prior to the commencement of such representation;

Whereas, the Ministry of Justice is a body responsible for ensuring the protection of state interests on legal matters, and has procured the legal services in accordance with paragraph 35 of Article 39 of the Law of the Republic of Kazakhstan on Public Procurement.

Whereas, Client has agreed to fund the costs of these regulatory and ancillary project costs;

Now therefore, in consideration of the mutual promises, covenants, warranties set forth herein, the Client hereby engages RJI as follows:

## **1. SUBJECT MATTER OF THE CONTRACT**

### **1.1 Subject Matter of Services**

Consultant shall render to Client for remuneration strategic consulting and management services in assisting and representing Client in the United States with the U.S. Congress and Executive Branch institutions.

### **1.2 Scope of Services**

Client engages Consultant as an independent contractor to provide the following strategic consulting and management services (the «Services»):

- 1.2.1 identify and engage top lobbyists, strategists and government affairs specialists to ensure effective representation before the United States House of Representatives and Senate, including key Leadership and

relevant Committees as well as Executive Branch Departments, including but not limited to, the U.S. Department of State;

- 1.2.2 Ensure regulatory compliance under FARA (as defined in Section 6.2);
- 1.2.3 Organize meetings with members of the US Congress to establish long-term relationships.
- 1.2.4 Engage with members of the Congress and their senior staff as well as key members of the Executive Branch.
- 1.2.5 Cooperate and interact on a constant basis with the Embassy of the Republic of Kazakhstan in the United States.

1.3 Language of Services

The documents prepared by Consultant shall be forwarded to Client in English, and upon request of Client, in Russian.

## **2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

2.1 Consultant's Obligations

2.1.1 Quality of Services

Consultant shall ensure the high-quality performance of the Services under this Contract, including by cooperation and interaction with the Embassy of the Republic of Kazakhstan in the United States and devote its best efforts to the performance of the Services. Due to the nature of the Services, Consultant cannot guarantee any outcome and therefore the Services are being performed on a 'best efforts' basis. The payment of Fees required hereunder shall not be contingent and shall be paid when due.

2.1.2 Confidentiality

Consultant shall observe the confidentiality of information related to the provision of Services under this Contract, and shall not disclose such information to any individual or legal entity without the prior written consent of Client, unless directed by court order, required by the laws of any jurisdictions or unless such information is already in or comes into the public domain otherwise than through the Consultant's unauthorized disclosure.

Disclosure by Consultant of information considered confidential under this Contract is a breach of this Contract and shall termination the hereof (regardless of whether it has been caused by deliberate and/or careless and/or unintentional actions of Consultant) and full



compensation for damages caused by such disclosure to the Party incurring those damages.

When engaging subcontractors for the provision of Services under this Contract, Consultant shall ensure that such subcontractors comply with the confidentiality terms stipulated by clause 2.1.2 of this Contract.

2.1.3 Conflict of Interests

The Consultant's remuneration payable pursuant to Section 3 hereof shall constitute its sole remuneration in connection with the services to be provided hereunder.

Neither the Consultant nor its personnel shall engage, either directly or indirectly, in any commercial or professional activities, which could conflict with the activities assigned to it hereunder.

2.1.4. Documents to be submitted by Consultant

Consultant shall prepare all documents necessary on the subject matter of the Contract and provide regular reports to the Client on the progress of the subject matter of this Contract. Such reports shall be provided on a monthly basis, and when any significant event related to the subject matter of this Contract occurs.

The Acts of Service Acceptance and Reports of Services Performed shall be prepared by Consultant and must be submitted to Client in Russian and English. The Acts of Service Acceptance shall be submitted in duplicate, signed and sealed by Consultant and Reports of Services Performed shall be submitted in a single copy sealed by Consultant.

Upon the completion of services under this Contract, Consultant shall, within 5 (five) business days, return to Client or its authorized representative all documents received therefrom.

Should the Services hereunder be terminated pursuant to Clause 5.7.1(vi) of the Contract, Consultant may retain all documents relating to the Civil Proceedings until all sums due under this Contract have been paid.

2.1.5. Consultant's Reports to Client

Consultant shall inform Client in writing about the progress of works regularly in its monthly reports and upon request of Client. For this purpose, Consultant will maintain accurate and systematic accounting and control of the Services rendered hereunder.



2.1.6. Notification of Client

If the provision of any services requested by Client hereunder become impossible, Consultant shall duly notify Client within 3 (three) working days of receipt of the request from Client with a detailed description of the reasons why it is impossible to provide such services.

2.2 Consultant's Rights

2.2.1 Access to information and documents

Consultant is entitled to receive from Client all necessary information, guidance, and materials to perform the Services and otherwise fulfill its obligations under this Contract.

2.2.2 Subcontracts

Upon prior written agreement of the Client, Consultant shall have the right and authority to engage, appoint and to directly and manage third parties to assist it performing the Services contemplated hereunder. The costs associated with the engagement of such third parties shall solely be the responsibility of Consultant pursuant to section 3.

2.3 Client's Obligations

2.3.1 Payment for Services

Client shall pay for the Services rendered by Consultant in the amount and in accordance with the procedures set forth in Section 3 hereof.

If Client terminates this Contract under clause 5.7.1 (vi) of this Contract, Client shall pay all sums due to Consultant within 15 (fifteen) business days after the final approval of the outstanding invoices by Client and signature of the Act of Service Acceptance by both Parties.

2.3.2 Assistance to Consultant

Client shall render to Consultant reasonably required assistance and support, assist it in the technical execution of documents, submit all documentation and information required for the performance of the Services.

2.4 Client's Rights

2.4.1 Receipt of Information on Progress of Work

Client is entitled to request information about the progress of work under this Contract at any stage of its execution and also to consider the written report on the work done by Consultant for any

accounting period and to give written instructions to be followed by Consultant in the event of identification of shortcomings in Consultant's work. If Client is dissatisfied with Consultant's Services, Client should in the first instance bring it to the attention of Consultant.

### **3. CHARGES AND SETTLEMENT PROCEDURES**

#### **3.1 Contract Value.**

3.1.1 The Parties hereby agree that the total cost of Services shall be a flat fee of \$3 000 000 (three million U.S. Dollars) and includes all costs associated with the provision of Services. Payments to Consultant should be made in U.S. Dollars in accordance with the exchange rate of the National Bank of Kazakhstan on the date of the Payment.

#### **3.2 Payment of Remuneration**

3.2.1 The Consultant shall be paid out of funds of Budget Program 047 «Protection and representation of the State interests in arbitration, foreign arbitration, foreign state and judicial bodies, as well as in the process of pre-arbitration and pre-trial settlement of disputes, assessment of the prospects for judicial or arbitration proceedings conducted abroad with the participation of the Government of the Republic of Kazakhstan», according to Specification 159 «Payment for Other Services and Work».

3.2.2 The Client shall make an advance payment in the amount of 30% of the Contract cost to the Consultant within 15 (fifteen) business days after the entrance of the Contract into force to cover upcoming invoices for the Services rendered.

3.2.3 The Client shall pay the remaining cost of services by transferring funds to the account of the Consultant upon the fact not later than 30 (thirty) calendar days from the date of signing by the Parties of the Act of Service Acceptance, taking into account the deduction of the previously paid advance payment of each amount of accepted services.

3.2.4 The form of the Act of Service Acceptance is preliminary agreed by the Consultant with the Client.

3.2.5 Necessary documents prior to payment:

- (i) Contract;
- (ii) Act(s) of Service Acceptance;
- (iii) invoice(s) with a description and indication of the total amount of services rendered by the Consultant to the Client;
- (iv) a report detailing the type and extent of the services provided, certified by the seal of the Consultant.

#### **3.3 Settlement Procedure**



- 3.3.1 Consultant shall submit an invoice for remuneration, together with an Act of Service Acceptance ("Acts"). Consultant shall submit such invoices and Acts in English and Russian and specify the final amounts due in U.S. Dollars.
- 3.3.2 Client shall consider, approve and pay the invoice received from Consultant within reasonable time limits from the date of receipt of a relevant invoice and an Act, but, in any event, within 10 (ten) days from the date of receipt of such invoice and Act.
- 3.3.3 All payments to Consultant shall be made by the Client through an interbank transfer to:

#### **4. RESPONSIBILITY OF THE PARTIES**

- 4.1 The Parties shall be responsible for the non-performance or negligent performance of obligations hereunder. The Party at fault, unless otherwise provided for, shall pay damages (excluding any consequential and/or penal damages) caused to the other Party in full. Consultant will not be liable for any loss or damage arising from reliance placed by Consultant on any inaccurate or misleading information given by Client or from the failure of Client to give any relevant information.
- 4.2 If Client does not pay to Consultant the fees due within the time specified in the Contract, Client shall pay a penalty to Consultant for late payment in the amount of 0.1% from the total amount for each day of delay, except the cases of sequestration and/or lack of cash in reconciliation account of the respective budgets. The total amount of penalty shall not exceed 10% of the total contract amount.
- 4.3 In the case of delay in terms of providing Services, Client deducts a penalty from Consultant in the amount of 0.1% from the total contract amount for each day of delay, in case of total non-performance or improper performance (partial failure) of Consultant's obligations. The total amount of penalty shall not exceed 10% of the total contract amount.



- 4.4 In case of denial of Consultant from providing Services or delay in the provision of Services for more than one month from the expiry date of the provision of Services under this Contract, but not later than the expiry date of the Contract, Client has the right to terminate the Contract unilaterally with deduction of penalty from Consultant in the amount of 0.1% of the total amount of the contract from each day of delay.

## **5. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF THE CONTRACT**

5.1 Effectiveness and the Term of Validity of this Contract

This Contract shall enter into force upon its signing by the Parties and registration with the treasury.

The terms of this Contract in accordance with Article 386 of the Civil Code of the Republic of Kazakhstan are applied to the relations that arose prior to the conclusion of this Contract.

The term of validity of this Contract expires on December 31, 2020.

The Parties are entitled to continue their collaboration after the expiration date of this Contract by signing a new Contract.

5.2 Termination of Contract

Unless terminated before expiration date pursuant to Clause 5.7 hereof, this Contract shall terminate at the time when, pursuant to its provisions, the services have been provided, remuneration has been paid and costs have been reimbursed.

5.3 Entire Contract

This Contract contains all obligations, arrangements and provisions approved by the Parties.

None of the representatives of either Party shall be authorized to give statements regarding this Contract or its subject matter, in particular in the mass media, or representations, promises or arrangements not provided for by this Contract or subsequent Contract without the approval of the other Party. The Parties shall not be bound by or liable for the above-mentioned arrangements unless they have been provided for by this Contract or subsequent contracts.

5.4 Amendments

The conditions of this Contract, including all provisions related to the scope of services, may be amended only upon written consent of the Parties. However, in accordance with Clause 7.2 of this Contract, each Party shall duly consider any proposed amendments.

5.5 Force Majeure

#### 5.5.1. Definition

(i) For the purposes of this Contract, Force Majeure means an event beyond the reasonable control of the Parties leading to the fact that the Parties' performance under this Contract becomes impossible or so meaningless that under such circumstances it is considered impossible and includes such circumstances as war, riots, civil unrest, earthquake, fire, explosion, storm, flood or other unfavorable weather conditions, strikes, lockouts or other industrial events which are not under the control of a Party intending to invoke Force Majeure, as well as decisions or actions of state authorities.

(ii) Force Majeure does not cover any events caused by negligent or intentional actions of the Parties or their representatives and employees or any events that the Parties could have foreseen through due diligence to consider them when concluding this Contract or prevented or overcome through reasonable measures during the fulfillment of the obligations under this Contract.

#### 5.5.2. Non-Breach of the Contract

A failure to fulfill any obligations by the Parties under this Contract is not considered a breach of or noncompliance with this Contract if such failure is related to a Force Majeure event, provided that a Party suffering from such event has undertaken all reasonable precautions, due care and reasonable alternative measures to fulfill the conditions under this Contract.

#### 5.5.3. Required Measures

(i) a Party suffering from a Force Majeure event shall undertake all reasonable measures to overcome the impossibility of fulfillment of its obligations under this Contract within the shortest period possible.

(ii) a Party suffering from a Force Majeure event shall provide notification of this event as soon as possible, but, in any event, within 14 (fourteen) days after such event, providing information about its nature and cause, and shall provide notice as soon as possible about the recommencement of normal conditions.

(iii) the Parties shall undertake all reasonable measures to minimize the consequences of any Force Majeure event.

#### 5.5.4. Period Extension

Any period within which each Party is obligated to complete any measure or task in accordance with this Contract shall be extended by the period during which such Party was not able to complete such measure due to Force Majeure.



5.5.5. Consultations

Not later than 15 days after the Consultant's failure to provide a part of services due to a Force Majeure event, the Parties shall consult with each other in order to agree on the measures required under such circumstances.

5.6. Suspension of Payments

Client may, by a written notice to Consultant of suspension of payments, suspend all payments under this Contract, if Consultant fails to fulfill any of its obligations under this Contract, including provision of services, provided that such notice of suspension of payments (i) specifies the nature of the failure, and (ii) contains a request to Consultant to rectify the situation within a period not exceeding 15 (fifteen) days after receipt of such notice by Consultant.

5.7. Rescission of the Contract by Client

5.7.1. The Client may rescind this Contract by a written notice to Consultant, delivered at least 5 (five) business days before the rescission is to take effect, which is provided after the occurrence of any event listed in Sub-Clauses (i) – (iv) of this Clause:

- (i) if Consultant fails to rectify a situation caused by a failure to fulfill its obligations under this Contract as stated in a notice of suspension of payments pursuant to Clause 5.6 above within 15 (fifteen) days after receipt of such notice or within a longer period that Client may approve further in writing;
- (ii) if Consultant has become bankrupt or insolvent or enters into agreements with its creditors to ensure release from its debts or is under a liquidation or receivership procedure (mandatory or voluntary);
- (iii) if Consultant does not comply with the final order pursuant to judicial proceedings in accordance with Section 8 of this Contract;
- (iv) if due to Force Majeure Consultant cannot provide a substantial portion of requested services during a period not less than 30 (thirty) days;
- (v) if Consultant has provided advice to Client that significantly affects rights, obligations or interests of Client which Consultant knew to be false at the time the advice was provided;
- (vi) if Client, at its own discretion or for any reason, decides to rescind this Contract.

5.7.2. Rescission of the Contract by the Consultant

Consultant may rescind this Contract by a written notice to Client, delivered at least 30 (thirty) days before rescission is to take effect,



which is provided after the occurrence of any event listed in Sub-Clauses (i) – (ii) of this Clause:

- (i) if Client has materially violated its obligations, including but not limited to the obligations specified by Clause 3.2 of this Contract, and has failed to rectify the situation within 15 (fifteen) days (or within a longer period that may be further approved by Consultant in writing) after Client received Consultant's notice of such violation;
- (ii) if due to Force Majeure Consultant cannot provide a substantial portion of requested services within 30 (thirty) days.

#### 5.7.3. Termination of Rights and Obligations

After rescission of this Contract in accordance with Clause 5.7 hereof or upon expiration of the term of this Contract in accordance with clause 5.2, all rights and obligations of the Parties under this Contract shall become void, except for (i) rights and obligations that may be accumulated by the date of termination or expiration of this Contract, (ii) confidentiality obligations listed in Clause 2.1.2 of this Contract and (iii) any rights that the Parties may have pursuant to the laws of the Republic of Kazakhstan.

#### 5.7.4. Termination of Services

Upon rescission of this Contract based on a notice to either Party in accordance with Clause 5.7.1 or Clause 5.7.2 of this Contract, Consultant, immediately after delivery and receipt of such notice, shall undertake all required measures for the effective and organized termination of services and make best efforts to minimize related costs. The Consultant shall act according to Clause 2.1.5 of this Contract with regard to documents prepared by the Consultant.

#### 5.7.5. Payment after Rescission of the Contract

Upon rescission of this Contract in accordance with Clause 5.7.1 or Clause 5.7.2, Client shall submit the following payments to Consultant:

- (i) in accordance with Section 3 of this Contract, remuneration for services properly provided before the rescission of this Contract;
- (ii) compensation of direct costs actually incurred before the date of rescission of this Contract in accordance with Section 3 of this Contract.

#### 5.7.6. Disputes on Events Related to Rescission of the Contract

If a Party disputes an occurrence of an event listed in Clauses 5.7.1 or 5.7.2 of this Contract, the Party, within 30 (thirty) days after receipt of a notice of rescission of the Contract from the other Party, may submit such matter for consideration to judicial authorities in accordance with

Clause 8.2; in this event, this Contract shall not be rescinded except in accordance with a court decision stating that events listed in Clauses 5.7.1 and 5.7.2 have occurred. Until such court decision, the Parties' obligations under this Contract, including obligations pursuant to Clause 3.3 hereof, shall continue.

## **6. COMPLIANCE WITH LAWS**

- 6.1 Consultant shall comply with all laws, decrees, and regulations of the United States, Republic of Kazakhstan, or any other country having jurisdiction applicable to the performance of its Services under the terms of this Contract or related to the Services.
- 6.2 It is understood and agreed that the Services shall be conducted only to the extent allowed by law and in particular, but without limitation, only to the extent that all activities conducted by Consultant are in compliance with any and all laws and regulations relating to lobbying efforts on behalf of a foreign entity in the United States of America including registration and disclosure under the Foreign Agents Registration Act ("FARA").
- 6.3 Additionally, Consultant will not directly or indirectly pay, offer or authorize payment of anything of value to any person and/or organization contrary to applicable law, including the Foreign Corrupt Practices Act of 1977, as amended "FCPA" and the laws of any other country in which Consultant provides Services under this Contract.
- 6.4 It is understood between the Parties that any violation of the above provisions shall result in the immediate termination of the Contract between Consultant and Client.

## **7. FAIRNESS AND FREE WILL**

- 7.1 Free Will  
The Parties shall carry out their activities based on their free will in respect to rights of each other within this Contract and undertake all reasonable measures to fulfill the objectives contemplated in this Contract.
- 7.2 Use of the Contract  
The Parties acknowledge that it is impossible to cover by this Contract all unforeseeable circumstances that may arise during the currency of this Contract and the Parties hereby agree that they intend to use this Contract towards each other on a fair basis and without prejudice to any Party and that if during the term of this Contract a Party believes this Contract is used unfairly, the Parties shall undertake all efforts to eliminate a cause or causes of such unfairness.

## **8. DISPUTE RESOLUTION PROCEDURE**



8.1 Peaceful Resolution of Disputes

The Parties shall undertake all measures to ensure the peaceful resolution of all disagreements or disputes arising out of or in connection with this Contract or its interpretation.

8.2 Resolution of Disputes

Any disagreement between the Parties arising in connection with this Contract that cannot be peacefully resolved within 30 (thirty) days after a Party received the other Party's request for such peaceful resolution shall be resolved in the courts of the Republic of Kazakhstan.

## **9. FINAL PROVISIONS**

9.1 Governing Law of the Contract

This Contract, its meaning and interpretation, including relations between the Parties shall be governed by the laws of the Kazakhstan.

9.2. Language and Counterparts of the Contract

This Contract is written and signed in the Russian and English languages, in 2 (two) counterparts; one Russian and one English version for each Party. The English and Russian versions will have equal validity. In case of a conflict between the Russian and English texts, a Russian version shall prevail.

9.3 Headings

The heading of the articles shall not restrict, change or affect the meaning of this Contract.

9.4 Authorized Representatives

All actions that must or may be undertaken, including all documents that must or may be executed in accordance with this Contract may be undertaken or executed:

- (i) on behalf of Client by Vice-Minister of Justice of the of the Republic of Kazakhstan Mr. Almat Madaliyev;
- (ii) on behalf of Consultant by its Executive Vice President and General Counsel Mr. Steven Cuevas.

9.5 Taxes and Duties

Consultant is exempt from the payment of withholding tax or other income taxes in Kazakhstan pursuant to sub clause 3) of clause 1 of Article 644 and clause 6 of Article 645 of the Tax Code of the Republic of Kazakhstan, as the services provided fall within the exemption in that Article which relates to the provision of services for the defense of the interests of the Republic of Kazakhstan in arbitrations and courts outside Kazakhstan.

## 10. LEGAL ADDRESSES OF THE PARTIES

Client: SE Ministry of Justice of the Republic of Kazakhstan  
House of the Ministries, 8 Mangilik El Avenue, Nur-Sultan  
010000, Republic of Kazakhstan

Consultant: RJJ Capital Corporation  
1001 19<sup>th</sup> Street N, Suite 2000, Arlington, VA, 22209, U.S.A.

IN WITNESS WHEREOF the Parties signed this Contract on the above date.

**For the Ministry of Justice of the Republic of Kazakhstan**

  
\_\_\_\_\_  
**Almat Madaliyev**  
**Vice-Minister of the Republic of Kazakhstan**

**For Consultant**

  
\_\_\_\_\_  
**Steven J. Cuevas**  
**Executive Vice President & General Counsel**

